

001/75 07/11

FILED
BUSINESS DIVISION

SEP 2 3 57 PM '82

ROHE
GLENN
CALIFORNIA
709 0200 9/01/82

KIRBY AND HALLEN
A Partnership Including
A Professional Corporation
7717 Friars Road, Suite 250
San Diego, California 92108
Telephone: (714) 298-1015

Attorneys for Plaintiff
McGregor Sea & Air Services (America) Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

McGREGOR SEA & AIR SERVICES
(AMERICA) INC., A Delaware
Corporation,

Plaintiff,

vs.

CINEMATRONICS, INCORPORATED, A
California Corporation,

Defendant.

CASE NO. 491179

COMPLAINT FOR DAMAGES

BREACH OF CONTRACT/
ACCOUNT STATED/
REASONABLE VALUE
(Civil Code §3300)

76 491479
709 0203 9/01/82

Plaintiff alleges as follows:

FIRST CAUSE OF ACTION

Breach of Contract

1. McGregor Sea & Air Services (America) Inc. ("MSAS") is now and at all times mentioned herein was a corporation, duly organized and existing under and by virtue of the laws of the State of Delaware, and authorized to do, and engaged in doing, business in the State of California.

2. Plaintiff is an international freight forwarder and licensed custom broker, licensed by the United States Department of Treasury.

491179

1 3. Cinematronics, Incorporated ("Cinematronics") is now
2 and at all times mentioned herein was a corporation duly
3 organized and existing under and by virtue of the laws of the
4 State of California, with its principal place of business
5 located at El Cajon, California.

6 4. On or about the dates between March 5, 1982, and
7 June 22, 1982, Cinematronics, as importer, utilized the services
8 of MSAS as custom house broker, in a series of inbound shipment
9 transactions. In each of said transactions, Cinematronics
10 imported various electronic components from manufacturers in
11 Japan.

12 5. Each of the shipments from Japan was forwarded to this
13 country on a "freight collect" basis, with the airfreight
14 carrier requiring payment of airfreight charges as a condition
15 of release of the goods shipped to Cinematronics or its agent.
16 Each shipment transaction required the preparation of a United
17 States Customs Service "Consumption Entry" form. Each shipment
18 transaction required the payment of an import tax or "duty" to
19 the United States Customs Service. Each shipment transaction
20 required the posting of a bond to indemnify the United States
21 Customs Service against under payment of duty.

22 6. In each of the above-referenced transactions, Cinema-
23 tronics requested that MSAS advance the "freight collect"
24 charge, advance the customs duty, advance the premium for the
25 customs bond, and prepare the Customs "Consumption Entry" form.
26 For each transaction, Cinematronics agreed to pay a "Customs
27 entry fee", and in some cases a special service/handling charge
28 as compensation to MSAS for the coordination of activities

1 necessary to secure delivery of the imported shipment to
2 Cinematronics. The monies advanced on behalf of Cinematronics
3 by MSAS and the charges incurred incident thereto are summarized
4 in the subparagraphs set forth below:

5 A. Invoice No. 34828Y dated 15 March 1982 (attached
6 hereto and incorporated herein by reference as
7 Exhibit 1 to this Complaint):

- 8 1. Shipment Description: 7 crates of video
9 game parts valued at \$3,787.50 shipped by
10 Hara Industries Japan Co., Ltd. to
11 Cinematronics;
- 12 2. Collect airfreight charges advanced by MSAS:
13 \$608.82;
- 14 3. Customs bond premium advanced by MSAS:
15 \$30.00;
- 16 4. Local cartage charges advanced by MSAS:
17 \$284.00;
- 18 5. Customs duty advanced by MSAS: \$185.61;
- 19 6. MSAS fee for services: \$80.00;
- 20 7. MSAS overtime fee: \$60.00;
- 21 8. Customs overtime fee: \$8.15;
- 22 9. Total of amounts advanced and fees charged:
23 \$1,256.58;
- 24 10. Amount of Item 9 paid to date: \$1,188.43;
- 25 11. Amount of Item 9 unpaid and past due:
26 \$68.15.

27 B. Invoice No. 35536Y dated 14 April 1982 (attached
28 hereto and incorporated herein by reference as

Exhibit 2 to this Complaint):

1. Shipment Description: 45 cartons of video game parts valued at \$154,368.00 shipped by Hara Industries Japan Co., Ltd. to Cinematronics;
2. Collect airfreight charges advanced by MSAS: \$2,027.16;
3. Customs bond premium advanced by MSAS: \$258.00;
4. Local cartage charges advanced by MSAS: \$230.85;
5. Customs duty advanced by MSAS: \$7,564.03;
6. MSAS fee for services: \$70.00;
7. Total of amounts advanced and fees charged: \$10,150.04;
8. Amount of Item 7 paid to date: \$10,000.00;
9. Amount of Item 7 unpaid and past due: \$150.04.

C. Invoice No. 35774Y dated 26 April 1982 (attached hereto and incorporated herein by reference as Exhibit 3 to this Complaint):

1. Shipment Description: 29 cartons of video game parts valued at \$119,400.00 shipped by Hara Industries Japan Co., Ltd. to Cinematronics;
2. Collect airfreight charges advanced by MSAS: \$1,278.22;

/////

3. Customs bond premium advanced by MSAS:
\$262.00;
4. Local cartage charges advanced by MSAS:
\$63.62;
5. Customs duty advanced by MSAS: \$5,850.60;
6. MSAS fee for services: \$70.00;
7. Total of amounts advanced and fees charged:
\$7,524.44;
8. Amount of Item 7 paid to date: Zero;
9. Amount of Item 7 unpaid and past due:
\$7,524.44.

D. Invoice No. 35835Y dated 28 April 1982 (attached hereto and incorporated herein by reference as Exhibit 4 to this Complaint):

1. Shipment Description: 20 crates of video game parts valued at \$498,200.00 shipped by Japan Leisure Co., Ltd. to Cinematronics;
2. Collect airfreight charges advanced by MSAS:
\$5,340.90;
3. Customs bond premium advanced by MSAS:
\$1,056.00;
4. Local cartage charges advanced by MSAS:
\$141.12;
5. Customs duty advanced by MSAS: \$24,411.80;
6. MSAS fee for services: \$70.00;
7. Total of amounts advanced and fees charged:
\$31,019.82;
8. Amount of Item 7 paid to date: Zero;

1 9. Amount of Item 7 unpaid and past due:
2 \$31,019.82.

3 E. Invoice No. 35858Y dated 5 May 1982 (attached
4 hereto and incorporated herein by reference as
5 Exhibit 5 to this Complaint):

- 6 1. Shipment Description: 2 cartons of video
7 game parts valued at \$3,600.00 shipped by
8 Japan Leisure Co., Ltd. to Cinematronics;
- 9 2. Collect airfreight charges advanced by MSAS:
10 \$306.23;
- 11 3. Customs bond premium advanced by MSAS:
12 \$30.00;
- 13 4. Local cartage charges advanced by MSAS:
14 \$12.20;
- 15 5. Customs duty advanced by MSAS: \$219.60;
- 16 6. MSAS fee for services: \$70.00;
- 17 7. Total of amounts advanced and fees charged:
18 \$638.03;
- 19 8. Amount of Item 7 paid to date: Zero;
- 20 9. Amount of Item 7 unpaid and past due:
21 \$638.03.

22 F. Invoice No. 36404Y dated 22 May 1982 (attached
23 hereto and incorporated herein by reference as
24 Exhibit 6 to this Complaint):

- 25 1. Shipment Description: 12 packages of
26 electronic game parts valued at \$249,100.00
27 shipped by Japan Leisure Co., Ltd. to
28 Cinematronics;

2. Collect airfreight charges advanced by MSAS:
\$3,905.17;
3. Customs bond premium advanced by MSAS:
\$534.00;
4. Local cartage charges advanced by MSAS:
None;
5. Customs duty advanced by MSAS: \$12,205.90;
6. MSAS fee for services: \$70.00;
7. Total of amounts advanced and fees charged:
\$16,715.07;
8. Amount of Item 7 paid to date: zero;
9. Amount of Item 7 unpaid and past due:
\$16,715.07.

G. Invoice No. 36589Y dated 4 June 1982 (attached hereto and incorporated herein by reference as Exhibit 7 to this Complaint):

1. Shipment Description: 1 carton of video game parts valued at \$184.00 shipped by Hara Industries Japan Co., Ltd. to Cinematronics;
2. Collect airfreight charges advanced by MSAS:
\$133.62;
3. Customs bond premium advanced by MSAS:
\$30.00;
4. Local cartage charges advanced by MSAS:
\$12.20;
5. Customs duty advanced by MSAS: \$9.02;
6. MSAS fee for services: \$36.00;

7. Total of amounts advanced and fees charged:
\$220.84;
8. Amount of Item 7 paid to date: Zero;
9. Amount of Item 7 unpaid and past due:
\$220.84.

H. Invoice No. 36607Y dated 2 June 1982 (attached hereto and incorporated herein by reference as Exhibit 8 to this Complaint):

1. Shipment Description: 10 crates of video game parts valued at \$249,100.00 shipped by Japan Leisure Co., Ltd. to Cinematronics;
2. Collect airfreight charges advanced by MSAS: \$2,807.43;
3. Customs bond premium advanced by MSAS: \$534.00;
4. Local cartage charges advanced by MSAS: None;
5. Customs duty advanced by MSAS: \$12,205.90;
6. MSAS fee for services: \$70.00;
7. Total of amounts advanced and fees charged: \$15,617.33;
8. Amount of Item 7 paid to date: Zero;
9. Amount of Item 7 unpaid and past due: \$15,617.33.

I. Invoice Nos. 36723Y and 1005604 dated 4 June 1982 and 15 June 1982 (attached hereto and incorporated herein by reference as Exhibits 9a and 9b to this Complaint):

1. Shipment Description: 10 packages of game parts valued at \$249,100.00 shipped by Japan Leisure Co., Ltd. to Cinematronics;
2. Collect airfreight charges advanced by MSAS: \$2,789.85;
3. Customs bond premium advanced by MSAS: \$534.00;
4. Local cartage charges advanced by MSAS: \$101.80;
5. Customs duty advanced by MSAS: \$12,205.90;
6. MSAS fee for services: \$120.00;
7. Total of amounts advanced and fees charged: \$15,751.55;
8. Amount of Item 7 paid to date: Zero;
9. Amount of Item 7 unpaid and past due: \$15,751.55.

7. In each of the above-referenced shipment transactions, the United States port of entry was Los Angeles, California, with the goods entered thereafter trans-shipped by surface carrier to Cinematronics at El Cajon, California, pursuant to instructions given to MSAS by Cinematronics.

8. Pursuant to the terms of the "Import Invoice" covering each of the above-referenced transactions contained in subparagraphs A through I of paragraph 6 above, each of the above-referenced shipment transactions was subject to the "Terms and Conditions of Service" contained on the reverse side of the Import Invoice document, a copy of which is attached to this Complaint as Exhibit 10 and incorporated herein by reference.

1 Pursuant to paragraphs 12 and 16 thereof, Cinematronics agreed
2 to reimburse MSAS for its reasonable attorneys fees in collect-
3 ing both monies advanced on behalf of Cinematronics by MSAS and
4 in collecting fees for services rendered to Cinematronics by
5 MSAS.

6 9. MSAS, in rendering the services referenced in the pre-
7 ceding and following paragraphs of this cause of action, has
8 performed all conditions, covenants and promises required by
9 MSAS to be performed in accordance with the terms and conditions
10 of the contractual relationship between the parties.

11 10. According to the terms and conditions of service con-
12 tained on the Import Invoices covering the above-referenced
13 shipment transactions, the invoices submitted by MSAS to
14 Cinematronics were due and payable upon presentation. According
15 to usage established between the parties, an agreement was
16 reached that credit would be extended between the parties cal-
17 ling for payment within 15 days. The last payment made by
18 Cinematronics to MSAS was a payment in the amount of \$10,000.00
19 made on June 29, 1982. No payment for service on the above-
20 referenced transactions has been made since that time; no part
21 of that sum has been paid.

22 11. The contractual agreement as to inbound shipments
23 between MSAS and Cinematronics which underlies the obligations
24 upon which suit in this complaint is filed is a contract partly
25 oral and partly written. The written portions of said
26 contractual agreement include the Import Invoice submitted by
27 MSAS to Cinematronics in connection with each individual ship-
28 ment transaction. The oral portions of said contractual

1 agreement include the request made by Cinematronics to MSAS in
2 connection with each individual transaction followed by per-
3 formance of MSAS pursuant to each request. With respect to each
4 individual shipment transaction, an authorized employee of
5 Cinematronics contacted the San Diego office of MSAS and
6 requested that MSAS act as custom house broker. In each indi-
7 vidual shipment transaction, MSAS agreed to operate as custom
8 house broker for said transaction, and Cinematronics agreed to
9 pay MSAS for services rendered and to reimburse MSAS for all
10 sums advanced by MSAS on behalf of Cinematronics. Cinematronics
11 further designated MSAS as its attorney-in-fact by written Power
12 of Attorney.

13 12. In addition to the inbound shipments processed by MSAS
14 on behalf of Cinematronics, on two occasions MSAS operated as
15 freight forwarder on outbound shipments for Cinematronics. In
16 each of these two transactions, an employee of Cinematronics
17 contacted the San Diego office of MSAS and requested that MSAS
18 ship certain items to Japan. In each of these transactions,
19 MSAS arranged for cartage of the goods to the San Diego Inter-
20 national Airport and prepared documentation necessary to export
21 the goods, arranged for an airfreight carrier to transport the
22 goods to Tokyo and otherwise coordinated the shipment
23 transaction. Cinematronics agreed to pay for all charges
24 advanced by MSAS on its behalf and to pay MSAS fees for ser-
25 vices. These shipment transactions may be summarized as
26 follows:

- 27 A. Invoice No. 343539 dated 11 May 1982 (attached
28 hereto and incorporated herein by reference as

Exhibit 11a to this Complaint):

1. Shipment Description: 1 package of art work for video machines valued at \$100.00, shipped to Japan Leisure Co., Ltd. by Cinematronics;
2. Airfreight charges advanced by MSAS: \$36.79;
3. Local cartage charges advanced by MSAS: \$9.90;
4. MSAS fee for services: \$10.00;
5. Total of amounts advanced and fees charged: \$56.68;
6. Amount of Item 5 paid to date: Zero;
7. Amount of Item 5 unpaid and past due: \$56.68.

B. Invoice No. 343551 dated 18 May 1982 (attached hereto and incorporated herein by reference as Exhibit 12a to this Complaint):

1. Shipment Description: 1 package of parts for video games valued at \$25.00, shipped to Noma Enterprises of Japan by Cinematronics;
2. Airfreight charges advanced by MSAS: \$41.16;
3. Local cartage charges advanced by MSAS: \$9.90;
4. MSAS fee for services: \$16.00;

////

- 1 5. Total of amounts advanced and fees charged:
2 \$67.06;
3 6. Amount of Item 5 paid to date: Zero;
4 7. Amount of Item 5 unpaid and past due:
5 \$67.06.

6 13. The contractual agreement as to outbound shipments
7 between MSAS and Cinematronics which underlies the obligations
8 upon which the suit in this Complaint is filed is a contract
9 partly oral and partly written. The written portions of said
10 contractual agreement include shipper's letters of instruction
11 as to each transaction which are attached to this Complaint and
12 incorporated herein as Exhibits 11b and 12b thereof.

13 SECOND CAUSE OF ACTION

14 Account Stated

15 14. Plaintiff realleges and incorporates in this cause of
16 action the allegations of paragraphs 1 through 13 of the First
17 Cause of Action.

18 15. On or about June 29, 1982, there was an account stated
19 between plaintiff and defendant in which the sum of \$87,807.13
20 was agreed on as the balance owed plaintiff; no part of that sum
21 has been paid.

22 THIRD CAUSE OF ACTION

23 Reasonable Value

24 16. Plaintiff realleges and incorporates in this cause of
25 action the allegations of paragraphs 1 through 13 of the First
26 Cause of Action.

27 17. Within two years before the commencement of this
28 action, namely on or about the dates between March 5, 1982, and

1 June 22, 1982, defendant became indebted to plaintiff in the sum
2 of \$87,829.01 for the reasonable value of services performed by
3 plaintiff for defendant, on defendant's request; the sum of
4 \$87,829.01 was and is the reasonable value of the services
5 performed and the monies advanced; no part of that sum has been
6 paid.

7
8 WHEREFORE, plaintiff prays for judgment as follows:

- 9 1. For damages in the amount of \$87,829.01;
10 2. For reasonable attorneys fees and costs;
11 3. For costs of suit incurred herein; and
12 4. For such other and further relief as the Court may
13 deem proper.

14 DATED: August 19, 1982.

KIRBY AND WALSH
Attorneys for Plaintiff

15 By: 
16 C. BRADLEY HALLEN

17
18 VERIFICATION

19 I, James P. Cesped, declare the following to be true under
20 penalty of perjury:

21 I am Senior Vice President of McGregor Sea & Air Services
22 (America) Inc. Each of the allegations of said Complaint which
23 is not based on my personal knowledge is made based upon my
24 personal examination of the business records of MSAS. Each
25 writing was made in the regular course of business and was made
26 at or near the time of the act, condition or event memorialized
27 by the writing. The writings consist of:

- 28 (1) Import Invoices submitted by MSAS to Cinematronics;

1 (2) Consumption Entry forms submitted to the United States
2 Customs Service by MSAS for Cinematronics;

3 (3) Air Waybills covering each of the shipment trans-
4 actions;

5 (4) Our checks made payable to the airfreight carriers and
6 to United States Customs Service covering each shipment trans-
7 action; and

8 (5) The invoices prepared by the Japanese manufacturers
9 with respect to each transaction, which invoices were used in
10 the preparation of the consumption entry forms above referenced.

11 The sources of information and method and time of prepara-
12 tion of each of the documents which I examined are such as to
13 indicate to me, in my capacity as Senior Vice President of MSAS,
14 that the information contained was extremely trustworthy.

15 I have read the foregoing Complaint; I am informed and
16 believe that the matters in it are true and on that ground
17 allege that the matters stated in the Complaint are true.

18 I declare under penalty of perjury that the foregoing is
19 true and correct, and that this declaration was executed on

20 Sept 2, 1982, at San Diego, California.

21 MCGREGOR SEA & AIR SERVICES
22 (AMERICA) INC., A Delaware Corporation

23 By: James P. Cesped
24 JAMES P. CESPED
25 Senior Vice President
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
560
561
562
563
564
565
566
567
568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631
632
633
634
635
636
637
638
639
640
641
642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667
668
669
670
671
672
673
674
675
676
677
678
679
680
681
682
683
684
685
686
687
688
689
690
691
692
693
694
695
696
697
698
699
700
701
702
703
704
705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756
757
758
759
760
761
762
763
764
765
766
767
768
769
770
771
772
773
774
775
776
777
778
779
780
781
782
783
784
785
786
787
788
789
790
791
792
793
794
795
796
797
798
799
800
801
802
803
804
805
806
807
808
809
810
811
812
813
814
815
816
817
818
819
820
821
822
823
824
825
826
827
828
829
830
831
832
833
834
835
836
837
838
839
840
841
842
843
844
845
846
847
848
849
850
851
852
853
854
855
856
857
858
859
860
861
862
863
864
865
866
867
868
869
870
871
872
873
874
875
876
877
878
879
880
881
882
883
884
885
886
887
888
889
890
891
892
893
894
895
896
897
898
899
900
901
902
903
904
905
906
907
908
909
910
911
912
913
914
915
916
917
918
919
920
921
922
923
924
925
926
927
928
929
930
931
932
933
934
935
936
937
938
939
940
941
942
943
944
945
946
947
948
949
950
951
952
953
954
955
956
957
958
959
960
961
962
963
964
965
966
967
968
969
970
971
972
973
974
975
976
977
978
979
980
981
982
983
984
985
986
987
988
989
990
991
992
993
994
995
996
997
998
999
1000

MSAS McGregor Swire

Air Services (America), Inc.
INTERNATIONAL FREIGHT FORWARDERS LICENSED CUSTOMS BROKERS

8029 AVIATION BLVD. SUITE 1000, SAN DIEGO, CA 92121

TEL (619) 591-1111

IMPORT INVOICE

TO
CINEATRONICS
1841 FRIENDSHIP DRIVE
EL CAJON CA 92020
ATTN: ACCOUNTS PAYABLE

INVOICE NO. INVOICE DATE YOUR REFERENCE NO.

34828Y 15-MAR-80

PAYMENT ON PRESENTATION
PLEASE RETURN TO
SOUTH SAN ANTONIO

PIECES	WEIGHT	DESCRIPTION
		155 PARTS FOR AMUSEMENT MACHINE
		SHIPPER CONSIGNEE
		NEW JAPAN AIR SERVICES
ORIGIN/DESTINATION	CUSTOMER NUMBER	
TYO	17623	
ENTRY NO.	ENTRY DATE	
0606533	3-05-80	
AIRLINE/STEAMSHIP	ARRIVAL/DEPARTURE	
PAN AM 800	3-05-80	
AWB BL NO.	HAWB	
026 7327 1920	TAC 417619	
REMARKS		

DESCRIPTION OF CHARGES	AMOUNT	
FREIGHT CHGS-AIP	7400	612.20
BONDS TO CUSTOMER	1100	12.00
CARTAGE-LOCAL	1060	240.70
CUSTOMS ENTRY FEE	1100	21.00
CUSTOMS DUTIES	7200	127.60

Exhibit

Page 1 of 1

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ON REVERSE SIDE

PLEASE PAY THIS AMOUNT

1,188.49

MSAS

8630 Aviation Blvd.
Inglewood, CA 90301
Tel: (213) 776-8332

McGregor Sea & Air Services (America) Inc
International Freight Forwarders, General Customs Brokers

IMPORT INVOICE

LAX

RECEIVED

APR 19 1962

CHEM-TRONICS

TO CHEMTRONICS INC
1515 W. BRADLEY
EL CAJON
ADULT BOOKS PARABLE

CA 92001

INVOICE NO	INVOICE DATE	YOUR REFERENCE
15535 Y	14-APR-62	
PAYMENT ON PRESENTATION PLEASE REMIT TO: 8630 AVIATION BLVD. INGLEWOOD, CA 90301		

PIECES	WEIGHT	DESCRIPTION
40	17.4	GAMES PARTS
SHIPPER'S CONSIGNEE		
ORIGIN DESTINATION		CUSTOMER NUMBER
ENTRY NO		ENTRY DATE
AIRLINE STEAMSHIP		ARRIVAL DEPARTURE
AWB BL NO		HAWS
REMARKS		

DESCRIPTION OF CHARGES	AMOUNT
FREIGHT/INSURANCE	
PORTS TO CUSTOMER	
CARTAGE/LOCAL	
CUSTOMER'S CHARGE	
1-Subst	
Page 4 of 4	

PLEASE PAY THIS AMOUNT

ORIGINAL INVOICE

MSAS McGregor Swire

Air Services (America), Inc.
INTERNATIONAL FREIGHT FORWARDERS LICENSED CUSTOMS BROKERS

IMPORT INVOICE

TO
CINERATRONICS
1941 FRIENDSHIP DRIVE
EL CAJON CA 92020
ATTN: ACCOUNTS PAYABLE

INVOICE NO. INVOICE DATE YOUR REFERENCE NO.

05774 V 26-APR-82

PAYMENT ON PRESENTATION
PLEASE REMIT TO: P.O. BOX 1987
SOUTH SAN FRANCISCO CA 94080

PIECES	WEIGHT	DESCRIPTION
20		305 PARTS FOR AMUSEMENT MACHINE
SHIPPER CONC ONEE		
HATA INDUSTRIES LTD		
ORIGIN/DESTINATION	CUSTOMER NUMBER	
TOT	17603	
ENTRY NO	ENTRY DATE	
7117264	4-26-82	
AIRLINE/STEAMSHIP	ARRIVAL/DEPARTURE	
AL 1002	4-17-82	
AWB BL NO	HAWB	
160-6802 7045	TAC 4179284	
REMARKS		

DESCRIPTION OF CHARGES	AMOUNT
FREIGHT CHGS-AIR	2400
BONDS TO CUSTOMS	1105
CAPTAGE-LOCAL	1060
CUSTOMS ENTRY FEE	1100
CUSTOMS DUTIES	7200
	5-850.00

PLEASE PAY THIS AMOUNT

7,524.44

Exhibit

Page 1 of 1

IMPORT INVOICE

B-22 AVATION DIVISION, WASHINGTON, D.C. 20330

REF: 212 74-233

INVOICE NO	INVOICE DATE	YOUR REFERENCE NO
------------	--------------	-------------------

35333 v 24 APR 62

PAYMENT ON PRESENTATION
PLEASE REMIT TO: P.O. BOX 2957
SOUTH SAN FRANCISCO, CA 94080

[illegible]

MSAS McGregor Swire

Air Services (America), Inc.
INTERNATIONAL FREIGHT FORWARDERS LICENSED CUSTOMS BROKERS

8639 AVIATION BLVD. INGLEWOOD, CALIF. 90301

TEL (213) 774-1110

IMPORT INVOICE

LAC

TO CINEMATRONICS
1841 FRIENDSHIP DRIVE
EL CAJON CA 92020
Attn: ACCOUNTS PAYABLE

INVOICE NO. INVOICE DATE YOUR REFERENCE NO.

35858 Y 05-MAY-82

PAYMENT ON PRESENTATION
PLEASE REMIT TO: P.O. BOX 2967
SOUTH SAN FRANCISCO, CA 94080

PIECES	WEIGHT	DESCRIPTION
2	84 HANDNESS	SHIPPER CONS ONLY
JALCO JAPAN LEISUPE CO LTD		
ORIGIN DESTINATION	CUSTOMER NUMBER	
TOK	17603	
ENTRY NO.	ENTRY DATE	
7114029	4-23-82	
AIRLINE STEAMSHIP	ARRIVAL DEPARTURE	
#E7002	4-21-82	
AWB BL NO.	HAWB	
180-6536 4390	04-41	
REMARKS		

DESCRIPTION OF CHARGES	AMOUNT	
FREIGHT CHGS-ATP	7400	324.01
BONDS TO CUSTOMS	1100	11.00
CARTAGE-LOCAL	1060	12.00
CUSTOMS ENTRY FEE	1100	11.00
CUSTOMS DUTIES	7000	210.00

547-03

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ON REVERSE SIDE

OF 10 501

PLEASE PAY THIS AMOUNT

638.03

MSAS

McGregor Sea & Air Services (America) Inc.
International Freight Forwarders—Licensed Customs Brokers

IMPORT INVOICE

LAX

8800 Aviation Blvd.
Inglewood, CA 90304
Tel. (213) 776-8332

TO CINEMATRONICS
1841 FRIENDSHIP DRIVE
EL CAJON CA 92020
Attn: ACCOUNTS PAYABLE

INVOICE NO.	INVOICE DATE	YOUR REFERENCE NO.
34404 Y	22-MAY-82	
PAYMENT ON PRESENTATION PLEASE REMIT TO:		
3450 AVIATION BLVD INGLEWOOD, CA 90301		

PIECES	WEIGHT	DESCRIPTION
12	1746	GAME PARTS
SHIPPER'S CONSIGNEE		
JAPAN LEISURE CO.		
ORIGIN/DESTINATION	CUSTOMER NUMBER	
TYO	17623	
ENTRY NO.	ENTRY DATE	
7118159	5-18-82	
AIRLINE/STEAMSHIP	ARRIVAL/DEPARTURE	
3L/034	5-15-82	
AWB BL NO.	HAWB	
131-5042 3973	25092	
REMARKS		

DESCRIPTION OF CHARGES	AMOUNT
FREIGHT CHGS-AIR	7490
	3,223.17
BONDS TO CUSTOMS	1105
	534.00
CUSTOMS ENTRY FEE	1100
	70.00
CUSTOMS DUTIES	7200
	12,295.20

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ON REVERSE SIDE

PLEASE PAY THIS AMOUNT

16,715.07

MSAS

McGregor Sea & Air Services (America) Inc.
International Freight Forwarders—Licensed Customs Brokers

8820 Aviation Blvd.
Inglewood, CA 90301
Tel: (213) 776-6332

IMPORT INVOICE

TO
CINEMATRONICS
1841 FRIENDSHIP DRIVE
EL CAJON CA 92020
Attn: ACCOUNTS PAYABLE

INVOICE NO.	INVOICE DATE	YOUR REFERENCE NO.
36389 Y	04 JUN-82	
PAYMENT ON PRESENTATION PLEASE REMIT TO 8820 AVIATION BLVD INGLEWOOD, CA 90301		

PIECES	WEIGHT	DESCRIPTION
1		5 PARTS FOR VIDEO GAMES
SHIPPER'S CONSIGNEE		
HARR INTERNATIONAL		
ORIGIN/DESTINATION		CUSTOMER NUMBER
TOX		17623
ENTRY NO.		ENTRY DATE
7119404		5-24-82
AIRLINE STEAMSHIP		ARRIVAL/DEPARTURE
FT/072		5-21-82
AWB, BL NO		HAWS
023-8481 3294		4176726
REMARKS		

DESCRIPTION OF CHARGES		AMOUNT
FREIGHT CHGS-AIR	7400	177.6
RONDS TO CUSTOMS	1100	25.0
CARTAGE-LOCAL	1060	12.2
CUSTOMS ENTRY FEE	1100	25.0
CUSTOMS DUTIES	7200	9.0

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ON REVERSE SIDE

PLEASE PAY THIS AMOUNT

220.80

Exhibit 7
Page 1 of 1

MSAS

MacGregor & Air Services (America) Inc.
International Freight Forwarders—Licensed Customs Brokers

IMPORT INVOICE

LAX

8430 Aviation Blvd.
Inglewood, CA 90301
Tel: (313) 776-8332

TO
CINEMATRONICS
1841 FRIENDSHIP DRIVE
EL CAJON CA 92020
Attn: ACCOUNTS PAYABLE

NYC CENS INVOICE DATE YOUR REFERENCE NO

34407 Y 07-JUN-82

PAYMENT ON PRESENTATION
PLEASE REMIT TO

MSA AVIATION BLDG
INGLEWOOD, CA 90301

PIECES	WEIGHT	DESCRIPTION
10	1463	PC BOARDS
SHIPPER'S CONSIGNEE		
JAPAN LEISURE CO		
ORIGIN/DESTINATION		CUSTOMER NUMBER
TYO		17423
ENTRY NO		ENTRY DATE
7119354		5-22-82
AIRLINE/STEAMSHIP		ARRIVAL/DEPARTURE
AKK/002		5-22-82
AWS/BL NO		HAWS
180-6804	1120	22193

REMARKS

DESCRIPTION OF CHARGES		AMOUNT
FREIGHT CNCS-AIR	7400	2-30-43
BONDS TO CUSTOMS	1100	534 41
CUSTOMS ENTRY FEE	1100	75 51
CUSTOMS DUTIES	7200	12,205.90

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ON REVERSE SIDE

PLEASE PAY THIS AMOUNT

15617.33

MSAS

McGregor Van & Air Services (America) Inc. 77A, 77B
International Freight Forwarders—Licensed Customs Brokers

IMPORT INVOICE

LAX

2430 Aviation Blvd.
Inglewood, CA 90304
Tel. (213) 776-8122

TO
CINEMATRONICS
1841 FRIENDSHIP DRIVE
EL CAJON CA 92020
Attn: ACCOUNTS PAYABLE

INVOICE NO. INVOICE DATE YOUR REFERENCE NO.

34723 Y 04-JUN-82

PAYMENT ON PRESENTATION
PLEASE REMIT TO:

2430 AVIATION BLVD.
INGLEWOOD, CA 90304

PIECES	WEIGHT	DESCRIPTION
10	1455	GAMES PARTS
SHIPPER CONSIGNEE		
JALECO LEISURE CO		
ORIGIN/DESTINATION		CUSTOMER NUMBER
TXK		17623
ENTRY NO.		ENTRY DATE
7120383		6-01-82
AIRLINE/STEAMSHIP		ARRIVAL/DEPARTURE
KE 084		5-27-82
AWB BL NO.		HAWB
180-6804 1083		05351
REMARKS		

DESCRIPTION OF CHARGES	AMOUNT
FREIGHT CHGS-AIR	7400 2,789.05
SPEC SERV/HANDLING	1100 50.00
CUSTOMS ENTRY FEE	1100 79.00
CUSTOMS DUTIES	7200 12,222.90
BONDS TO CUSTOMS	1105 534.00

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ON REVERSE SIDE

PLEASE PAY THIS AMOUNT

15649.75

Exhibit

9A

MSAS McGregor Swire Air Services (America) Inc.

CORPORATE OFFICE, AMERICAN REGION
POST OFFICE BOX 2967
SOUTH SAN FRANCISCO, CA 94080

CORRECTION ADVICE

FOR THE ACCOUNT OF

CINEMATRONICS
1841 Friendship Drive
Al Cajon, Calif. 92020
Attn: Accounts Payable

LAX

DATE OF ISSUE
6-15-82

100560 Y

117673

DETAILS OF AMENDMENT

YOUR REFERENCE

ORIGINAL
INVOICE DETAILS
AUTHENTICATION

ENTRY NUMBER

7120383

VESSEL NUMBER

K:7084

INVOICE NUMBER

36723 Y

ORIGINAL ISSUE DATE

6-4-82

MASTER WAYBILL NUMBER

180-6804 1083

NOT VALID FOR CREDIT
BY MCA/MANA

CHARGED
AS

C
O
D
E
CORRECTED
CHARGE

- 1 FREIGHT CHARGES - AIR OP38 Z
- 2 FREIGHT CHARGES - OCEAN
- 3 CUSTOMS DUTIES, SUBJECT TO LIQUIDATION
- 4 BONDS TO CUSTOMS, PREPARATION PREMIUM
- 5 CARTAGE & SERVICES LOCAL
- 6 INLAND FREIGHT AIR/SURFACE
- 7 DOCK/AIRPORT STORAGE CHARGES PIER LOADING
- 8 GENERAL ORDER STORAGE & CARTAGE CHARGES
- 9 SERVICES, EXPENSES AND SPECIAL HANDLING

00

707
707
706
110
106 101.80
106
110
110
110
110

TOTAL US \$ 00

US \$ 101.80

DEBIT NOTE

CREDIT NOTE

CREDIT/DEBIT NOTE

CREDIT DUE TO US \$

ADDITIONAL AMOUNT DUE MSAS US \$ 101.80

Exhibit

Page

1 of 1

TERMS. PAYABLE UPON RECEIPT

For each bill, the amount
when paying the original bill
must be

RECEIVED BY
MCA
P.O. BOX 2967
SOUTH SAN FRANCISCO
CA 94080

93

AC15HE

MSAS

McClintock Sea & Air Services Ltd
International Freight Forwarding
American Division

Company Name
Address
City

The shipper certifies that the particulars on the face hereof are correct and agree to the conditions on the reverse hereof

INTERNATIONAL HOUSE AIRWAY BILL

NOT NEGOTIABLE

ORIGIN

AIRBILL NUMBER

SAN

343539

DESTINATION: TEO
FLIGHT DAY: FT071/0050/13
MANIFEST REFERENCE: R
SVCTYPE: 110502
DATE OF HAWB: 110502
VALUE FOR CUSTOMS: \$100.00

DOCUMENTS ATTACHED

CONSIGNEE ORDER NO

COUNTRY OF ORIGIN
U.S.A.

CONSIGNEE

JAPAN LEISURE CO., LTD
5-214-1 KAMITAKA, SETAGAYA-KU
TOKYO 150 JAPAN
NOA PHONE 034 20 2271

These commodities licensed by the United States for ultimate destination.
JAPAN Division contrary to U.S. law prohibited

SPECIAL INSTRUCTIONS

FT071/0050/13 FT071/0741/14 021-04322361

PACKAGES COMMODITY

1 AM WORK FOR VIDEO MACHINES

COM CODE

ACTUAL WT

TEEX

6K

DIMENSIONS

VOLUMETRIC WEIGHT

10

DESTINATION
CURRENCY COLLECT

	TO	CHARGEABLE WEIGHT	RATE	CLASS	PREPAID	COLLECT
1	TEO	6K	\$6.13		\$36.78	
2						
3		VALUE FOR CARRIAGE	RATE			
4		VALUE FOR INSURANCE	RATE			
5		CARTAGE			\$9.90	
6		HANDLING			\$10.00	
7		DOCUMENTATION				
8						
9						
10		SHIPPER'S REF NUMBER				

SIGNATURE OF ISSUING CARRIER OR ITS AGENT

TOTAL PREPAID

US \$ 96.00

US \$

MSAS SAN/13

110502

SHIPPER

ACCT NO.

cinematronics, inc
1841 PARTNERSHIP DRIVE
EL CAJON, CA 92020

Exhibit

11A

Page

1 of 1

AIRBILL NUMBER

343539

DOCUMENTS

SHIPPER'S LETTER OF INSTRUCTION

EXPORT DECLARATION	ATTACHED	PREPARE	DATE	AIRFREIGHT CHARGES
COMMERCIAL INVOICES	X		5/10/82	PREPAID X COLLECT
CERTIFICATE OF ORIGIN	X		SHIPPER'S REF NO	DECLARED VALUE FOR CARRIAGE
CONSULAR INVOICE			30828	NONE
EXPORT LICENSE			COD	INSURANCE REQUESTED
LETTER OF CREDIT			N/A	YES NO KX
RIGHT DRAFT			OFFER REF NO	AMOUNT \$
			NAUGHTY BOY	

CORPORATE OFFICES
 MCGREGOR, WIRE AIR SERVICES LIMITED
 P.O. BOX 2967
 S.O.S. SAN FRANCISCO, CA. 94080

MSAS

THE FAST
 MOVERS

EXPORTER (PRINCIPAL OR SETTLER - LICENSEE)

CINEMATRONICS, INC. 1841 FREINDSHIP DRIVE
 AGENT OF EXPORTER/FORWARDING AGENT

ADDRESS (NUMBER STREET PLACE STATE) 95-2941897

EL CAJON, CA. 92020

MSAS LTD. (U.K.), 8477 AERO DRIVE, SAN DIEGO, CA 92123

ULTIMATE CONSIGNEE

JAPAN LEISURE CO., LTD. 5-214-1 KAMIYAGA, SETAGAYA-KU TOKYO, JAPAN

INTERMEDIATE CONSIGNEE

N/A

DO NOT USE THIS AREA

PLACE AND COUNTRY OF ULTIMATE DESTINATION (END PLACE OF TRANSITMENT)

TOKYO, JAPAN

INLAND ROUTING INFORMATION

SHIPPED TO MSAS PREPAID X COLLECT DATE

IN CASE OF INABILITY TO DELIVER (AS CONSIGNED) ABANDON RETURN TO SHIPPER X OTHER

MARKS AND NOS	NUMBER AND KIND OF PACKAGE, DESCRIPTION OF COMMODITIES, EXPORT LICENSE NO	GROSS SHIPPING WEIGHT (KGS)	D OR E	SCHEDULE NO	NET QUANTITY IN SHIPPED UNITS	VALUE AT PORT OF EXPORT
as addressed	1 PACKAGE CONTAINING ART WORK FOR VIDEO MACHINES	144	D	723.2020	8	\$100.00

These commodities licensed by U.S. for ultimate destination

JAPAN

Diversion contrary to U.S. law prohibited

BE SURE TO PICK UP TOP SHEET AND SIGN THE FIRST YELLOW EXPORT DECLARATION WITH PEN & INK.

THE UNDERSIGNED HEREBY AUTHORIZES

TO ACT AS FORWARDING AGENT FOR EXPORT CONTROL AND CUSTOMS PURPOSES

MSAS LTD. (U.K.), 8477 AERO DRIVE, SAN DIEGO, CA 92123

ADDRESS (NUMBER STREET PLACE STATE)

EXPORTER

CINEMATRONICS, INC.

DELEGATED BY OFFICER OR EMPLOYEE

Liability & Insurance

Declared valuations agreed and understood. Forwarder's liability limited to the actual damages sustained but in no event higher than \$9.07 per pound per piece unless a higher valuation is declared and charges paid thereon. The forwarder's insurance is in excess of \$500,000 per occurrence. Further information on coverage and exclusions is available from the forwarder.

For

Address

SPECIAL INSTRUCTIONS

PLEASE EXPEDITE AND FORWARD

PACKAGE TO CONSIGNEE'S DOOR.

Exhibit

11B

116

cc

1 of 1

RECEIVED IN APPARENT GOOD ORDER

SHIPPER'S DOOR X

MSAS TERMINAL

RECEIVED BY

TIME

DATE

MSAS

McGregor Sea & Air Services Ltd.
International Freight Forwarding
American Division

INTERNATIONAL HOUSE AIRWAY BILL

NOT NEGOTIABLE

The shipper certifies that the particulars on the face hereof are correct and agree to the conditions on the reverse hereof

ORIGIN

AIRBILL NUMBER

MAN

343551

DESTINATION: **TYO** FLIGHT DAY: **PT073/20** MANIFEST REFERENCE: **PT073/0945/21** SVC TYPE: **R** DATE OF HAWB: **180582** VALUE FOR CUSTOMS: **025.00**
DOCUMENTS ATTACHED: **COPIES INV** COUNTRY OF ORIGIN: **US.A.**
CONSIGNEE: **MINA ENTERPRISES**
3-12-4 SHIBA KINMAFO-KU
TOKYO, JAPAN
ATTN: OSAMI

These commodities licensed by the United States for ultimate destination: **JAPAN**
Diversion contrary to U.S. law prohibited

SPECIAL INSTRUCTIONS

PT073/0050/20 PT073/0945/21 023-84825383
PACKAGES: **COMMODITY**

1 PARTS FOR VIDEO GAMES (COIN OPERATED AMUSEMENT MACHINES)

COM CODE ACTUAL WT

4702 6k

DIMENSIONS

VOLUME TRIC WEIGHT
MA

DESTINATION
CURRENCY COLLECT

	TO	CHARGEABLE WEIGHT	RATE	CLASS	PREPAID	COLLECT
1	TYO	6k	\$6.26		\$41.16	
2						
3		VALUE FOR CARRIAGE	RATE			
4		VALUE FOR INSURANCE	RATE			
5		EXTRA CHARGE				
6		SHAKER HANDLING			\$2.90	
7		EXCISEMENTATION			\$10.00	
8		INVOICE			\$6.00	
9						
10		SHIPPER'S REF NUMBER				
		0097 1014				
		SIGNATURE OF ISSUING CARRIER OR ITS AGENT	DATE	TIME	TOTAL PREPAID US \$ 47.06	US \$

SHIPPER: **MINA ENTERPRISES** ACC NO: **180582**

CINERATRONICS, INC.
1841 PRINCEWILL DR.
SAN CALON, CA 92020

Exhibit

Page **1** of **1**

AIRBILL NUMBER

343551

/2A

5 - SPARE COPY

OP 11-12-81

